

F. No. IEC/3/2021-IEC-FSSAI  
**भारतीय खाद्य संरक्षा एवं मानक प्राधिकरण**  
**Food Safety and Standards Authority of India**  
(खाद्य संरक्षा एवं मानक अधिनियम, 2006 के तहत स्थापित एक वैधानिक प्राधिकरण)  
(A Statutory Authority established under the Food Safety and Standards Act, 2006)  
**(एस .बी .सी. विभाग)**  
(S.B.C. Division)  
दूसरी मंजिल, एमएमयू बिल्डिंग, नई दिल्ली- 110002  
2<sup>nd</sup> Floor, MMU Building, New Delhi – 110002

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**Dated, the 3<sup>rd</sup> January, 2023**

**To**

All Empanelled Agencies (**Annexure-A**)

**Subject: Rate Contract and appointment of agency for designing of Creative/ Advertisement/ illustrations services on as and when required basis for FSSAI at FDA Bhawan, Kotla Road, New Delhi.**

Food Safety and Standards Authority of India invites bids from the Empanelled agencies with this office for designing of Creative/ Advertisement/ illustrations services on as and when required basis and as per requirement provided to the agency in compliance of terms and conditions stipulated in the tender document.

02. The tender document is available on the FSSAI website at [www.fssai.gov.in](http://www.fssai.gov.in) and CPPP portal <https://eprocure.gov.in>. The duly filled in Tender Document may be dropped in the tender box at Food Safety and Standards Authority of India, 2<sup>nd</sup> Floor, Dental Council of India Building, Kotla Road, Temple Lane, Opp. Mata Sundari College for Women, New Delhi – 110002 latest by 02:00 PM on 23.01.2023.

**Address of communication:** Deputy Manager (SBCD), Food Safety and Standards Authority of India, 2<sup>nd</sup> Floor, Dental Council of India Building, Kotla Road, Temple Lane, Opp. Mata Sundari College for Women, New Delhi – 110002.

Deputy Manager (SBCD)  
Food Safety and Standards Authority of India

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(खाद्य संरक्षा एवं मानक अधिनियम, 2006 के तहत स्थापित एक वैधानिक प्राधिकरण)  
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2<sup>nd</sup> Floor, MMU Building, New Delhi – 110002

Dated, the 3rd January, 2023

**Rate Contract and appointment of agency for designing of Creative/ Advertisement/ illustrations services on as and when required basis for FSSAI at FDA Bhawan, Kotla Road, New Delhi**

**1. SUBMISSION OF BID:**

**1.1** Submission, acceptance and rejection: - A tender in sealed cover superscribing “Rates for designing of creatives/ advertisements/ illustrations services” on a prescribed Price Bid format should be dropped in the tender box in Food Safety and Standards Authority of India, 2<sup>nd</sup> Floor, MMU Building, Kotla Road, Temple Lane, Opp. Mata Sundari College for Women, New Delhi – 110002. **The last date & time of bid submission is 23.01.2023 at 02:00 PM.**

1.2 Tenders which are not complete in all respects are liable to be rejected.

1.3 For any queries/details required, the bidders may contact Deputy Manager (SBCD), FSSAI.

2. Non-transferability: This tender is non-transferable.

**3. Scope of Work**

The work for designing of creative/ advertisement/ illustrations including its translation for printing in Print Media, Social Media, Advertisements, Outdoor Publicity, Trade Fair / Mela etc. will be required to be taken up on the basis of the content provided by the FSSAI. Brief details of scope of work relating to designing of creative as and when required basis are mentioned below for reference:-

S. No.	Particular	Periodicity (Tentative)
1	Designing of Social Media creative <ul style="list-style-type: none"><li>• Monday Millets</li><li>• Recipe Ravivaar and</li><li>• Fortification</li><li>• Others</li></ul>	04-05 creative in a month 04-05 creative in a month 30-35 creative in a month 04-05 creative in a month
2	Designing of Print Media creative for newspapers/ magazines <ul style="list-style-type: none"><li>• Advertisement</li></ul>	10 creative in a year

	<ul style="list-style-type: none"> <li>• Tender Notice / Public Notice</li> <li>• Advertorials</li> </ul>	20 creative in a year 2-3 creative in a year
3	Designing of Publicity Material for Conference, Events and Exhibitions etc. <ul style="list-style-type: none"> <li>• Panels</li> <li>• Banner/ Backdrops</li> <li>• Standees</li> <li>• Invitation card</li> </ul>	15-20 in a year 10-15 in a year 10-15 in a year 5-8 in a year
4	Designing of Brochure /Pamphlet <ul style="list-style-type: none"> <li>(i) Single side</li> <li>(ii) Double Side</li> </ul>	3-5
5	Designing of Certificates	5-8 in a year
6	Designing of Books <ul style="list-style-type: none"> <li>• Book A4 size               <ul style="list-style-type: none"> <li>➤ Cover page</li> <li>➤ Inner Page</li> </ul> </li> </ul>	3-5 in a year
	<ul style="list-style-type: none"> <li>• Book A5 size               <ul style="list-style-type: none"> <li>➤ Cover page</li> <li>➤ Inner Page</li> </ul> </li> </ul>	3-5 in a year
7	Designing of Posters	10-15 in year
8	Designing of Logo	2-3
9	Designing of Presentation	5-10
10	Danglers	15-20
11	Adaptation and Replication of existing and new creatives	As per time to time requirements

***The quantities would be on actual requirement basis. The above mentioned details are indicative work requirement.***

**4.** The person signing the tender document should be an authorized person to submit quotation on behalf of the agency/firm, in case other than the Owner/Director/Managing Director.

**5.** Pre-Bid Meeting. A pre bid meeting will be held on 12.01.2023 at 11:30 AM in the office of Food Safety and Standards Authority of India at 2<sup>nd</sup> Floor, MMU Building, Temple Lane, Opp. Mata Sundari College for Women, New Delhi -110 002, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised. The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email. They may also bring their queries in writing which could

also be sent through email not later than two days before the scheduled date of pre-bid meeting. The bidders are requested to examine the requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supporting documents along with the bid. Minutes of pre-bid meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents and/or published on FSSAI's website [www.fssai.gov.in](http://www.fssai.gov.in) and on CPP Portal. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and not through the minutes of the pre bid meeting. **It may be noted that non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary.** The maximum number of participants from an applicant, who chooses to attend the Pre-Bid meeting, shall not be more than two persons. The representatives attending the Pre-Bid meeting shall be in possession of an authority letter, duly signed by the authorized signatory of his/her organisation.

6. The price bid format is given as **Annexure-B**.

7. The financial bid/details should be quoted clearly stating price, taxes and other charges, if any. Figures in Indian Rupees (in numeric as well as in words are required to be mentioned).

In case no mention is made towards Taxes, if any, GST, the price quoted shall be considered as inclusive of all applicable statutory taxes and no consideration thereafter under any circumstances shall be pertained.

## **8. Bid Opening**

8.1 Tender Box will be opened by the Tender Opening Committee on 23.01.2023 at 3:00 PM

8.2 Bids will be opened on 23.01.2023 at 03:30 PM.

8.3 Bidder should depute his / their representative alongwith authorization letter to participate in the opening of bid.

## **9. Evaluation Criteria:**

9.1 Eligibility of tenderer will be based on clear Rates Quoted.

9.2 No error, overwriting / correction shall be permissible unless attested under the signature of the bidder with date and seal.

## **10. Evaluation of bids:**

10.1 The Authority may reject any bid/bids, if the same are found to be unresponsive or unsuitable either because they represent deficiencies in complying with the enquiry.

10.2 The work will be awarded to the lowest quoted price bidder (L1). In

case two or three bidders' quote equal price or quote lower rates for maximum individual items, the Acceptance Report containing lowest rates of maximum items quoted by the vendors will be prepared and acceptable to the vendors/agencies selected for the purpose. However, the decision of FSSAI organisation will be final and binding on the bidders.

10.3 Validity of Bids: The Bids should remain valid for a period of 90 days from the last date of submission of the Bids.

### **11. Award of Contract:**

By the process of evaluation of bids, the Evaluation Committee will prepare ranking list of bidders and award the contract to the L-1 bidder. In case two or three bidders' quote equal price or quote lower rates for maximum individual items, the Acceptance Report containing lowest rates of maximum items quoted by the vendors will be prepared and acceptable to the vendors/agencies selected for the purpose.

The FSSAI reserves the right to award the rate contract to one or more parties, however, sub-letting of contract is not allowed, after award of work.

**12. Performance Guarantee:** The successful bidder shall furnish Performance Security of Rs. 50,000/- (Rupees Fifty Thousand Only) valid for one year (including extendable period), in favour of the 'Senior Accounts Officer, Food Safety and Standards Authority of India', New Delhi. No interest will be given to agency on PBG.

### **13. Payment Terms:**

- (a) No advance payment will be made.
- (b) The payment will be released after successfully designing actual number of creatives (as per rate quoted by the selected agency).
- (c) The payment will be released on monthly basis and on submission of Invoice alongwith designed creatives CDR files (editable files) and pdf files.

### **14. DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:**

(a) The selected agency shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FSSAI due to the him/their or his/ their employees negligence and/or un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of the FSSAI regarding such failure of the Successful Agency and their liability for the losses, etc. suffered by FSSAI, and quantum of such losses, shall be final and binding on the Successful Agency and FSSAI is entitled to recover all such losses from them.

(b) Without prejudice to generality of the foregoing and subject to force majeure , the parties to this contract treat time as the essence of this contract and it is an additional condition of the Contract that in the event of failure of the Successful Agency to complete any assignment within the stipulated time or if the work remains uncompleted/or incomplete at any stage with reference to time prescribed and reason for delay cannot be satisfactorily substantiated, without prejudice to the other remedies available to the FSSAI under this contract and in Law, the Successful Agency shall be liable to pay FSSAI Liquidated Damages @ 0.5% of the value of the contract which the parties to the contract having agreed to as reasonable pre-estimate of the losses to FSSAI arising on account of such failure, subject to upper ceiling.

(c) If in the opinion of FSSAI the delay in completion of assignment is delayed unduly, it shall be lawful for FSSAI to terminate the contract at the risk and cost of such agency and to forfeit the performance guarantee for recovery of all losses/damages/cost and expenses which may be incurred by FSSAI consequent to such termination.

#### **15. Penalty:**

In case the agency fails to complete the work as per the FSSAI requirement within stipulated period penalty of 0.5% of the total value of the project will be charged as penalty for every week of delay, upto maximum of 5% of the total value of the project.

#### **16. Transfer and Sub-letting:**

The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

#### **17. FORCE MAJEURE:**

In the event of either party being rendered unable/helpless by Force Majeure to perform any obligation required by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts with the approval of the other party. It is clarified that in case, the Force Majeure event occurs due to negligence of agency, then the provisions of this clause shall not apply. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable/helpless as aforesaid thereby, shall notify to the other party in writing within 07 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof. If deliveries are suspended under Force Majeure conditions lasting for more than 2 (two) months, FSSAI shall have the option of cancelling this contract in

whole or part at its discretion without any liability on its part.

**18. Terms for cancellation:** The agency and/or the FSSAI may withdraw/cancel the Rate Contract by serving an appropriate notice on each other giving 15 days time. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that supply order becomes a valid and binding contract.

**19. Period of Rate Contract:** The period of the Rate Contract should be valid for one year from the date of issue of order for rate contract. Based on the satisfactory performance and requirement of the project, contract may be extended for further up to the period of empanelment of the agency (upto 30th June, 2024) with no negotiation on price.

**20. Other Conditions:**

- (i) The FSSAI reserves the right to conclude one or more than one rate contract for the same item;
- (ii) The FSSAI as well as the selected agency may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally fifteen days;
- (iii) The FSSAI has right to renegotiate the price with the rate contract holders;
- (iv) In case of emergency, the FSSAI may avail the services of the same item through ad hoc contract with any empanelled agency ;
- (v) The FSSAI and the authorized users of the rate contract are entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract,
- (vi) **Fall Clause:** Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.
- (vii) No copyright violation should be entertained in content and graphics.
- (viii) Graphics, figures, photograph and any other visuals should not be copied from any website unless until these are freely available.
- (ix) This Tender is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the Tender, should it become necessary or considered appropriate at any stage without assigning any

reason there-for.

- (x) The FSSAI reserves the right to accept or reject any or all the offers without assigning any reason what so ever.
- (xi) For any legal dispute in the matter, the jurisdiction shall be of court at Delhi/ New /Delhi.

Manager (SBCD)  
Email:-[iec@fssai.gov.in](mailto:iec@fssai.gov.in)



## List of Empanelled agencies

S. No.	Name of Agency	Email ID
1	<b>M/s Yaap Digital Pvt Ltd</b> Unit No. 430, 4 <sup>th</sup> Floor Vatika Atrium, Golf Course Rd, A Block, DLF Phase 1, Sector 53, Gurugram, Haryana 122002	<a href="mailto:nand.lal@yaap.in">nand.lal@yaap.in</a>
2	<b>M/s Sharad Advertising Pvt. Ltd</b> 184, Patparganj industrial Area, Delhi-110092	<a href="mailto:info@sharadadvertising.com">info@sharadadvertising.com</a>
3	<b>M/s Vivid India Advertising &amp; Marketing</b> 401&411, Deepshikha, 8 Rajendra Place New Delhi-110008	<a href="mailto:vividindia.kamal@gmail.com">vividindia.kamal@gmail.com</a> <a href="mailto:vividindia.creative@gmail.com">vividindia.creative@gmail.com</a> <a href="mailto:kamaljaitly2009@gmail.com">kamaljaitly2009@gmail.com</a>
4	<b>M/s Adknack Advertising</b> 3 <sup>rd</sup> Floor, Bhanot Chambers, 3LSC, Aram Bagh, New Delhi-110055	<a href="mailto:adknackcreative@yahoo.com">adknackcreative@yahoo.com</a>
5	<b>M/s Super Ad Creative Media Pvt. Ltd.</b> 9/13, First Floor East Patel Nagar New Delhi-110008	<a href="mailto:superads.media@gmail.com">superads.media@gmail.com</a>
6	<b>M/s Panchtatva Advertising</b> H.O. 613 A, 614, 6 <sup>th</sup> Floor, Jaina Tower-I District Centre, Janak Puri, New Delhi- 110058	<a href="mailto:panchtatvaadv@gmail.com">panchtatvaadv@gmail.com</a> <a href="mailto:adpanchtatva@gmail.com">adpanchtatva@gmail.com</a>
7	<b>M/s Expression 360 Services India Pvt. Ltd.</b> 306-309, 3 <sup>rd</sup> Floor, Pratap Bhawan, 5 Bahadoor Shah Zafar Marg, New Delhi-110002	<a href="mailto:connect@expression360.in">connect@expression360.in</a>
8	<b>M/s Sanket Communication Pvt. Ltd.,</b> E-1/13, 3 <sup>rd</sup> Floor, Main Road, Malviya Nagar, New Delhi- 110017	<a href="mailto:lalan_sanket@yahoo.com">lalan_sanket@yahoo.com</a>
9	<b>M/s Bubna Advertising</b> 4316/3, Ansari Road, Darya Ganj, New Delhi- 110002	<a href="mailto:rajesh.sood@bubnaadvertising.com">rajesh.sood@bubnaadvertising.com</a> <a href="mailto:mukesh.jha@bubnaadvertising.com">mukesh.jha@bubnaadvertising.com</a>
10	<b>M/s Adman Advertising</b> 201-202, Mohan Complex, H Block LSC, Ashok Vihar, Phase-I, Delhi- 110052	<a href="mailto:adman.ads@gmail.com">adman.ads@gmail.com</a>
11	<b>M/s DOT Communications</b> H.O. 209-210, 2 <sup>nd</sup> Floor, Gagandeep Building Rajendra Place , New Delhi-110008	<a href="mailto:dotcommunication01@gmail.com">dotcommunication01@gmail.com</a>

## Financial Bid Format

S. No.	Particular	Rate / per creative	GST	Total Rate including GST
1	<b>Designing of Social Media creatives:</b> (Monday Millets, Recipe Ravivaar, fortification and Others)			
2	<b>Designing of Print Media creative for newspapers/ magazines:</b>			
	• Advertisement			
	• Tender Notice / Public Notice			
	• Advertorials (2-4 page)			
3	<b>Designing of Publicity Material for Conference, Events and Exhibitions etc.:</b>			
	• Panels			
	• Banner/ Backdrops			
	• Standees			
	• Invitation card			
4	<b>Designing of Brochure /Pamphlet:</b>			
	(i) Single side			
	(ii) Double Side			
5	<b>Designing of Certificates</b>			
6	<b>Designing of Books:</b>			
	(i) Book A4 size			
	➤ Cover page			
	➤ Inner Page			
	(ii) Book A5 size			
	➤ Cover page			
	➤ Inner Page			
7	<b>Designing of Posters (A3 Size)</b>			
8	<b>Designing of Logo</b>			
9	<b>Designing of Presentation</b>			
10	<b>Designing of Danglers</b>			
11	<b>Adaptation and Replication of existing and new creatives</b>			

**Note:**

- (i) The cost quoted will be final and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by FSSAI.
- (ii) The cost quoted including Info graphic, Illustration, photographs, Text placement in template, Informative characters.
- (iii) Designing of creative/advertisement of any size would be treated as one creative.